

REMARKS

No claims have been canceled. No claims have been added. Claims 1, 2, 3, 4, 7, 8, 9, 14, 15, 20, 24, 25, 30, 31, 32, 35, 41, 48, 49, 63, 67, 68, 73, 74, and 75 have been currently amended. Applicants submit that all amendments are supported by the application-as-filed and that no new matter has been added. Claims 1-77 remain in the application. Reconsideration of the application is requested in light of the foregoing amendments and following remarks.

Even if the examiner continues to assert one or more bases of rejection, applicants specifically request that this amendment after Final Action be entered in order to put the application in better condition for appeal.

The following remarks are structured to respond to the numbered paragraphs in the Official Action, with the paragraph numbers shown in the left margin and underlined.

Double Patenting

Office Action ¶1

Applicants appreciate withdrawal of the double patenting rejection on the basis of the submitted terminal disclaimer.

Drawings Objection

Office Action ¶'s 2 & 3

The drawings were objected to as not showing the bond element contact lengths. Applicants respectfully traverse the objection and point the examiner to FIGURE 4 which shows the bond element contact lengths as elements of incremental line 84. The specification has been amended at page 21 to specifically define the bond element contact lengths as being represented by line lengths ...traversed by an increment line 84, whereby the bond element contact length is now definite in the specification; and given the definite condition now in the specification, the respective claims are definite, whereby no amendment is needed in the drawings, and none are proposed herein. Withdrawal of the objection to the drawings is respectfully requested.

Rejection of Claims under 35 U.S.C. §112, 1st Paragraph

Office Action ¶'s 4, 5, & 6

Claims 1-77 stand rejected under 35 U.S.C. §112 1st Paragraph. Applicants respectfully traverse the rejection. The examiner asserts that the specification does not disclose the structure of the stress receptor, transfer, dissipation and termination elements, does not define the amount, direction or type of stress which is applied to the composite material, and therefore does not disclose how to make/use the claimed invention.

Contrary to the examiner's statement, the specification does teach how to make and use the claimed invention. Examples of the structures (shape, relative size, location, orientation, etc.) of the respective bond elements are inherently disclosed in the plan view layouts of the respective elements in FIGURES 1A, 1B, and 2, in combination with the teaching of the materials (page 14 line 7 to page 15 line 26), how to make the bonds (page 18 lines 7-24), and the statement (page 13 line 12) that the bond elements unite the sheets, as well as the teaching (page 23 lines 10-27) regarding how the bond elements respond to stresses such as stress 90 (FIGURE 1A).

As to the amount of stress which is applied to the composite material, the stress referred to is stress which is imposed on the material in anticipated use. The amount of stress imposed at use depends on the specific nature of the use, and has no bearing on enabling a user to employ the invention. As with any article of commerce which is exposed to physical stresses, the article does not derive its identity from the stress to which it is exposed. Thus, by teaching how product of the invention is made, as above, and illustrating an exemplary use as in FIGURE 2, the public is well enabled to put the invention to use.

The examiner asserts that the specification does not limit the source or direction from which stress is imposed. Applicants point out that the specification does teach exemplary stress 90 as being imposed on the bond pattern at a side edge 18. As to the X, Y, or Z direction of the stress, applicants contemplate no limits to the direction or source from which such stress can originate. Indeed, the direction or level of stress is not part of the invention, other than that the bond patterns of the invention increase ability of a given material combination to tolerate stresses which enter the bond pattern at the side edges of the bond pattern.

The examiner has rejected all claims as defective under 35 U.S.C. 112 1st paragraph for lack of teaching how to make and use the claimed invention. The examiner directs attention to the relationships between the bonds and their structures, and stresses which may be imposed on such bonds. Applicants point out that independent Claims 1, 7, 35 and 41 make no mention of any relationship between the recited structure of the bonded composite and any stress which may be imposed on such bonded composite whereby applicants assert there is not even a remote basis for such assertion by the examiner as to these claims. Thus, at least as to Claims 1, 7, 35, and 41, the examiner's rejection is absolutely without basis, and cannot stand.

The remaining independent claims, namely Claims 20, 30, 63, and 73 teach interaction between the bonded composite and stresses only in the context of stresses which enter the bond pattern at the side edges, which is precisely the stress relationship taught in the specification, and illustrated at numeral 90 in FIGURE 1A. Since the specification and claims are consistent with respect to each other, again the examiner's rejection is without basis and cannot stand.

As indicated in the previous Amendment A, the stress is not the invention. The invention is in a bonded composite of at least first and second flexible sheet materials, optionally incorporated into an absorbent personal care article. How to make such bonded composite is taught. The specification further describes an exemplary such personal care article in the form of a diaper illustrated in FIGURE 2. Exemplary orientation and layout of respective bond patterns, as well as exemplary bond/stress interaction, are shown in FIGURES 1A and 1B.

Accordingly, applicants submit that the examiner's statement of lack of enablement is without merit on its face as the specification fully enables the public to make and use the claimed invention. Thus, the examiner's rejection under 35 U.S.C. §112 first paragraph is in error and must be withdrawn. Withdrawal of the rejection is required.

Official Action ¶7.

Claim 7 stands rejected on the basis that the specification does not describe element 84 as indicating "bond element contact lengths" in the drawings. Applicants respectfully traverse the rejection.

See response to the drawings objection. Namely, the specification has been amended to correlate the "*bond element contact lengths*" to line lengths of the increment lines 84, which cross the individual bond elements in a transverse direction, thereby obviating the rejection. And since the specification recites element 84 in terms of an imaginary line, not in terms of "bond element contact lengths," all the claims have been amended to delete direct reference to element "84". Withdrawal of the rejection is respectfully requested.

Rejection of Claims under 35 U.S.C. §112, 2nd Paragraph

Official Action ¶8.

Claims 1-76 stand rejected as being indefinite. Applicants respectfully traverse the rejection. Each of the examiner's issues with respect to 35 U.S.C. 112 2nd paragraph is addressed here in the order raised in the Office Action.

Official Action ¶9.

In Claim 1, the examiner asserted that the recitation of the *third area of the bond pattern* renders the claim indefinite, and suggested deleting *of the bond pattern*. Applicants appreciate the suggestion. However, applicants have elected to propose alternative language in order to still clearly designate the bond pattern as the area being described. Accordingly, the amended language is a third area within which the bond pattern is defined. Applicants submit that such language is clear and definite within the meaning of 35 U.S.C. 112 2nd paragraph. Accordingly, applicants respectfully request withdrawal of this basis of rejection.

Official Action ¶'s10 & 11.

The examiner stated that the overall structure being claimed is not clear. The examiner repeated her question from the previous Official Action, asking again how the various bond elements differ from each other. The examiner states that claims which merely set forth desired characteristics are vague, indefinite, and functional. Applicants hereby state that the various bond elements e.g. stress receptor elements, transfer and dissipation elements, are as described in the specification and drawings.

All are fabricated in the same manner, namely in the conventional manner of making spaced bonds between two sheets, whether thermal bonding, ultrasonic bonding, adhesive bonding, or the like. The difference between the respective bond classes is in e.g. location, size, shape and orientation, as shown in the drawings and discussed in the specification. Applicants submit that the claims set forth structural limitations which recite such structural differences.

Applicants find it curious that the examiner on page 6 of the instant Official Action states "If the elements were defined in terms of shape, size, locations, etc., then they would be definite." and then appears to ignore exactly such structural limitations as are recited in applicants' claims.

As set forth both in the specification and the claims, how the stress termination elements differ from the stress receptor elements and the transfer and dissipation elements, is a matter of location, size, shape and orientation. Indeed these relationships are described extensively in the specification. The critical relationships are set forth in the respective claims. For example, Claim 1 recites that the stress transfer and dissipation elements are disposed inwardly of the stress receptor elements (location) and at second distances from the stress receptor elements less (spacing) than the spacing of the respective ones of the stress receptor elements from each other. Such limitations are not trivial, and do impose limitations of scope on the respective claims.

The examiner cannot have it both ways. She cannot state that structural criteria would make the claims definite, and then ignore those structural criteria as they appear in the claims. Withdrawal of this basis of rejection is required under the law.

The examiner asked how the respective bond elements respond to stresses which originate in the center of the bond pattern? Applicants take the question to address any stress which originates anywhere in the interior of the bond pattern, and respond accordingly.

Applicants respect the significance of the question. In response, those claims which address how the bond elements respond to stresses have been amended to address only stresses which enter the bond pattern at the side edges of the bond pattern. See, for example, Claims 2 and 20. Accordingly, this basis of rejection has been overcome. Withdrawal of the rejection is respectfully requested.

Official Action ¶12

Claims 3 and 4, the examiner asserted that the term *activated* is indefinite, but that the indefiniteness could be corrected by replacing "activated" with formed. The suggested replacement has been made, obviating this basis of rejection. Withdrawal of the rejection is respectfully requested.

Official Action ¶'s13 & 14

The examiner stated that the rejections regarding the "bond element contact length" could be overcome if the language used in the specification and claims is consistent. Applicants submit that the language is now consistent between the specification and claims.

Regarding the rejection of Claims 8 and 9 pertaining to *bond element contact length*, the answer is the same as used in responding to paragraphs 2 and 3 of the Official Action above.

With regard to Claims 14-15, see the answers respecting Claims 3-4 above.

With regard to Claims 24-25, see the answers respecting Claims 3-4 above.

With regard to Claim 30, see the answer respecting Claim 1 above.

With regard to Claims 31-32, see the answers respecting Claims 3-4 above.

With regard to Claim 35, see the answer respecting Claim 1 above.

With regard to Claim 36, see the answer respecting Claim 1 above.

With regard to Claim 41, see the answers respecting Claims 1 and 7 above.

With regard to Claim 44, see the answer respecting Claim 1 above.

With regard to Claims 48-49, see the answers respecting Claims 3-4 above.

With regard to Claim 63, see the answer respecting Claim 1 above.

With regard to Claims 67-68, see the answers respecting Claims 3-4 above.

With regard to Claim 73, see the answer respecting Claim 63 above.

With regard to Claims 74-75, see the answers respecting Claims 3-4 above.

Rejection of Claims under 35 U.S.C. §102(b)

Official Action ¶'s 16 & 17

Claims 1-6, 30-34, and 73-77 stand rejected as unpatentable over McCormack et al, WO 99/14415. Applicants respectfully traverse the rejection.

Applicants have clearly distinguished stress receptor elements and transfer and dissipation elements from each other, in terms of the respective separate and distinct physical features set forth above, and in the specification, as well as orientation of the stress transfer and dissipation elements. The examiner has shown no such separate and distinct features in the reference, nor any recognition of the significance of the structural features of the bond elements as set forth in the claims.

In order to move the case toward allowance, the claims were amended in the previous amendment to recite that a portion of at least one of the first and second areas of respective said first and second flexible sheet materials is outside the bond pattern.

A key feature of the invention is that stresses received at the side edges of the bond pattern are dissipated with improved efficiency through implementation of bond patterns of the invention. Thus, an unbonded portion of at least one of the sheet materials is a necessary feature of the invention.

The reference does not teach or suggest such stress transfer and dissipation structure, whereby the reference is defective to teach or suggest the invention as claimed.

Applicants thus submit that all claims as presented herein are allowable over all references of record. Allowance is again solicited.

A Notice of Appeal is being submitted herewith, along with a check in the amount of \$320 for the Notice of Appeal fee.

No other fee is believed to be due. Should any other fee be properly due, or if any refund is due, kindly charge same, or credit any overpayment, to Deposit Account 23-2130.

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Please feel free to contact me with any questions, comments or concerns, at the telephone number listed at the end of this document.

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